IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE S.SIRI JAGAN

FRIDAY, THE 6TH JULY 2007 / 15TH ASHADHA 1929

WP(C).No. 20252 of 2007(J)

PETITIONER:

THOMAS COOK INDIA LTD.,A CO.INCORPORATED UNDER THE COMPANIES ACT,1956, REGD.OFFICE AT THOMAS COOK BUILDING IV MUMBAI-400 001, AND ITS OFFICE AT PALAL TOWERS, 1ST FLOOR, RIGHT WING, M.G.ROAD, KOCHI 16, REP.BY ITS AUTHORISED REP. & SR.MANAGER, FOREIGN EXCHANGE,MR.GANESH KUMAR.V.

BY ADV. SRI.A.M.SHAFFIQUE
SRI.E.K.NANDAKUMAR
SRI.A.K.JAYASANKAR NAMBIAR
SRI.ANIL D. NAIR

RESPONDENTS:

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1. AIRPORT AUTHORITY OF INDIA, CALICUT INTERNATIONALL AIRPORT, CALICUT, REPRESENTED BY ITS AIRPORT DIRECTOR.

2. UNION OF INDIA, REPRESENTED BY THE SECRETARY, MINISTRY OF CIVIL AVIATION, GOVERNMENT OF INDIA, CENTRAL SECRETARIAT, NEW DELHI.

BY SRI. P. PARAMESWARAN, ACGSC.
SRI. N.N. SUGUNAPALAN - SC

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 06/07/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

S. SIRI JAGAN, J.

W.P.(C)NO.20252 OF 2007

DATED THIS THE 6th DAY OF JULY, 2007

JUDGMENT

The petitioner challenges Ext.P6 tender notice, whereby the 1st respondent has invited tenders for licence to run a money exchange counter near the arrival gate inside International Terminal Building of the Cochin International Airport. The contention of the petitioner is that the petitioner is already conducting a money exchange counter near the arrival and departure terminals as per Ext.P1 agreement for which space has been alloted as per Ext.P5 agreement which would expire only on 13.9.2008 and therefore, it is not justifiable for the 1st respondent to again invite tenders for another licence. The petitioner, therefore, seeks quashing of Ext.P6 tender notice.

2. The learned standing counsel for the 1st respondent points out that as per Ext.P1 licence agreement issued to the petitioner, it has been specifically stated in Clause 11 thereof that the petitioner cannot object to granting of another licence for similar facility at the Airport premises, where the petitioner is running such services.

3. I have heard both sides. In view of the Clause 11 of Ext.P1, which reads thus,

> "That the Licensee shall have no objection to the authority for granting any other licence for similar Facility at the airport premises where the Licence rendering such services."

the petitioner cannot object to Ext.P6 tender notice now. Therefore, I am not inclined to entertain this writ petition.

However, the learned counsel for the petitioner submits that the idea of the 1st respondent is to totally oust the petitioner from the scene. The learned standing counsel for the 1st respondent submits that the petitioner's right to conduct the counter as per Ext.P1 agreement would not be interfered with. This is recorded. Subject to the above, the writ petition is disposed of .

S. SIRI JAGAN, JUDGE

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